

**A G R E E M E N T**

**By and Between**

**CITY OF RENTON**

**and**

**RENTON FIREFIGHTERS LOCAL 864**

**BATTALION CHIEF/SAFETY OFFICER**

**January 1, 2009 – December 31, 2009**

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## **PREAMBLE**

This Agreement is entered into between the City of Renton, hereinafter referred to as the Employer, and the Renton Battalion Chiefs/Safety Officers, hereinafter referred to as the Local, governing wages, hours, and working conditions.

## **ARTICLE 1 - RECOGNITION**

The Employer recognizes the Local as the bargaining representative of all Battalion Chiefs/Safety Officers of the Renton Fire & Emergency Services Department consistent with Public Employment Relations Commission (PERC) certification (Case No. 10270-E-93-1698). Any members of the Local appointed by the President, shall be recognized by the Employer as an official of the Local empowered to act on behalf of the members of the unit for negotiating with the Employer. The number of official representatives shall be limited to three persons.

## **ARTICLE 2 - UNION MEMBERSHIP**

**Section A.** All employees covered by the terms of this Agreement shall either become union members or pay a lawful service fee to the Local in lieu of union membership dues; PROVIDED: the right of non-association of Battalion Chiefs/Safety Officers based on bona fide religious tenets or teachings of a church or religious body of which such Battalion Chief/Safety Officer is a member shall be protected at all times, and such Battalion Chief/Safety Officer shall pay such sum as is provided in RCW 41.56.110 and 122. Employees shall comply with the provisions of this section within thirty (30) days of hire into a Battalion Chief/Safety Officer position.

**Section B.** The Employer will grant to employees who are Local representatives reasonable time off with pay for the purpose of attending scheduled negotiations sessions with City officials. The employer retains the right to restrict such release time when an emergency exists or such release would create a danger to public safety or result in the necessity to replace the employee requesting time off with personnel in compensated status.

**Section C.** Upon written authorization by an employee and approval by a representative of the Local, the Employer agrees to deduct from the wages of the Battalion Chief/Safety Officer the sum certified as union dues or service fee once each

month and forward the sum to the Local's Secretary or Treasurer. If a Battalion Chief/Safety Officer does not have a check coming to him/her or the check is not large enough to satisfy the payment, no deduction shall be made from the employee for that calendar month. The Local agrees to hold the Employer harmless from any claims filed by employees against the Employer arising out of the Employer's activities to enforce the provisions of this article, except those caused by negligence of the Employer.

**Section D.** Local 864 shall have the option during the life of this contract to direct the City to deduct a fixed dollar/percentage from the base salaries for all classifications covered by the contract. The City shall deposit such deduction biweekly into a trust fund established by the Association to pay health insurance premiums for eligible retirees and dependents as directed by the Union.

Upon the exercise of this option, the Association agrees to allow the City to audit the books and records of the trust it establishes, at the City's request, and to indemnify, defend and hold the City harmless from any and all liability, claims, demands, suit or any loss or damage, or injury to persons or property arising from or related to the provisions of this paragraph, including income tax withholding liabilities or tax penalties.

**Section E.** The employer will allow Local 864 the option to have funds deducted from their paychecks 12 times annually to allow for contribution to the IAFF Fire PAC program. The employer will cut a check once a month. The check will be made out to the IAFF Fire Pac and Local 864 will be responsible for the delivery of the check to the IAFF.

### **ARTICLE 3 - EMPLOYMENT PRACTICES**

**Section A.** Personnel reductions, vacancies, and promotions shall be handled in accordance with existing Civil Service Rules and Regulations and state laws relating or pertaining thereto.

**Section B. Personnel Files.** The personnel files are the property of the Employer. The Employer agrees that the contents of the personnel files, including the personal photographs, shall be confidential and shall restrict the use of information in the files to internal use by the Fire & Emergency Services Department.

This provision shall not restrict such information from becoming subject to due process by any court or administrative tribunal. It is further agreed that information may be released to outside groups subject to the approval of both the Employer and the employee. Provided, that nothing in this Section shall prevent all employees from viewing his/her original personnel file in its entirety upon request. The Employer and the employee agree that nothing of a disciplinary nature shall be inserted into the personnel file without a copy first going to the employee.

All disciplinary notices or memoranda shall be removed from the personnel files after Forty-eight (48) months. Personnel files shall be released to the Civil Service Commission for the purpose of promotional examinations and in the event of disciplinary hearings.

**Section C.** It is agreed by the Employer and the Local that both parties are obligated to provide equality of opportunity, consideration, and treatment of all members employed by the Renton Fire & Emergency Services Department in all phases of the employment process. Therefore, both the Union and the Employer agree not to discriminate on the basis of Union activity, race, creed, sex, national origin, age, handicap (unless a bona fide occupational qualification exists), and religion. (Including those persons exercising their rights under Article 2, Section A.)

**Section D.** An employee shall accrue seniority through continuous employment with the Renton Fire & Emergency Services Department including those members of the bargaining unit as a result of merger. The Employer shall establish a seniority list and shall update it at least once per calendar year. The seniority list shall be posted on the bulletin board with a copy sent to the Secretary of the Union. This list shall be established by classification. Layoffs will be based on seniority with the first layoff being the employee with the least amount of time within the Renton Fire & Emergency Services Department. In the event of the abolishment of a position the employee(s) with the least amount of time in rank shall be laid off or dropped in rank. An employee will not be reduced in rank by more than one classification as a result of layoffs or staff reductions. In the event an employee is rehired the Chief will have the discretion to determine an adequate amount of training necessary to resume the duties of the position. If a layoff is necessary the employee will be placed on a rehire list that will

last for (5) five years. In the event of rehire purposes the list will be used as the sole list and will be used until it has been depleted and or (5) years has expired. After six (6) months in a laid off status a physical examination is a prerequisite for reemployment. A reinstated employee shall serve a probationary period of one year if the employee has been laid off for two and one half years (2 ½) or more. A rehired employee will assume rank and time in grade equal to their classification at the time of separation.

#### **ARTICLE 4 - RETENTION OF BENEFITS**

**Section A.** Working conditions which are generally prevailing but not specifically outlined in this Agreement shall, in the manner presently observed as department policy, be administered and abided by both parties to this Agreement unless changed or deleted by mutual consent.

**Section B.** Management rights and responsibilities assigned to each Battalion Chief/Safety Officer shall continue to be performed by him/her, void of any conflict of interest that may arise out of the fact that the Battalion Chiefs/Safety Officers are represented by the same IAFF Local as the rank and file firefighters they supervise; PROVIDED, this shall not constitute a waiver of the Local's right to bargain under RCW 41.56.

#### **ARTICLE 5 - MANAGEMENT RIGHTS**

**Section A.** The Local recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accord with its responsibilities and powers of authority.

**Section B.** The Employer has the right to schedule overtime work as required and most advantageous to the department and consistent with requirements of municipal employment and public safety.

**Section C.** It is understood by the parties that every incidental duty connected with fire service oriented operations enumerated in job descriptions is not always specifically described.

**Section D.** The Employer reserves the right to discharge or discipline an employee for just cause. The Employer reserves the right to lay off personnel for lack of work or funds; or for the occurrence of conditions beyond the control of the department; or when such continuation of work would be wasteful and unproductive. The Employer shall have the right to determine reasonable schedules of work and to establish the methods and processes by which such work is performed in accord with Article 10 of this Agreement.

**Section E.** No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on City officials as defined in the following:

1. The Ordinance responsibility of the Mayor as Chief Executive Officer of the City for enforcing the laws of the State and City, passing upon Ordinances adopted by the City Council, recommending an annual budget, or directing the proper performance of all executive departments.
2. The responsibility of the City Council for the enactment of Ordinances, the appropriation of monies, and final determination of employee compensation.
3. The responsibilities of the fire chief and his/her delegates as governed by City Ordinance and Civil Service Rules and Department Rules and as limited by the provisions of this Agreement: to recruit, assign, transfer, or promote members to positions within the Department; to suspend, demote, discharge, or take other disciplinary action against members for just cause; to relieve members from duties because of lack of work, lack of funds, or for disciplinary reasons; to determine methods, means, and personnel necessary for departmental operations; to control the departmental budget; to take whatever actions are necessary in emergencies in order to assure the proper functioning of the Department.

The Local agrees that its members shall have a responsibility to promote the efficient and effective operation of the department and to assist the Fire Chief and his/her delegates in ensuring such efficiency and effectiveness. The members further agree to support the Chief and his/her delegates in developing work programs, strategies, techniques, innovations and other programs to maximize department productivity.

## **ARTICLE 6 - PERFORMANCE OF DUTY**

**Section A.** Nothing in this Agreement shall be construed to give an employee the right to strike and no employee shall strike nor shall he/she refuse to perform his/her assigned duties to the best of his/her ability.

**Section B.** To the extent that any provision of this Agreement is in conflict with applicable existing Civil Service laws in effect on May of 1999, rules and regulations, the mutually agreed upon labor contract will prevail.

## **ARTICLE 7 - SALARIES**

**Section A.** Salaries for Battalion Chiefs/Safety Officers shall reflect a 15% differential between Battalion Chiefs/Safety Officers and Captains of Local 864. (Captains wage plus 15 percent)

**Section B.** Longevity salary allowances shall be payable on the first payday following the anniversary of the Battalion Chief/Safety Officer:

- Completion of 5 years - 2% of top step firefighter salary
- Completion of 10 years - 4% of top step firefighter salary
- Completion of 15 years - 6% of top step firefighter salary
- Completion of 20 years - 10% of top step firefighter salary
- Completion of 25 years - 12% of top step firefighter salary

**Section C.** The salaries for any new classifications that may be covered by this agreement shall be subject to negotiations between the parties.

**Section D.** Additional pay shall be awarded as an education incentive to members of the Department using the following scale and for the following achievements. The Chief shall insure all educational requirements are met through an accredited program. Payments will be rounded to the nearest whole dollar.

- Four Year Degree and Two Year Fire Science Degree - 2.0% of top step of base firefighter's salary



**Section E.** Battalion Chiefs/Safety Officers performing **Standby/Safety Officer** duty shall be compensated at the rate of \$5.00 per hour. Employees on the list will remain in a duty ready state and available to respond within one (1) hour for suppression recall and 30 minutes for a Safety Officer recall. Employees on the list will be paid for an entire 24 hour shift unless they are activated, at that time the employee will transfer to the appropriate pay rate. Battalion Chiefs/Safety Officers may request time off in lieu of receiving monetary compensation. Time off will be accrued at the rate of ½ day off for each week of Standby/Safety Officer duty performed. Time off in lieu of monetary compensation will be at the approval of the Chief.

**Section F.** The City agrees to contribute 2.5% of a shift Battalion Chief/Safety Officer's base wage to the deferred compensation plan in exchange for voluntary participation, and successful completion of the annual fire fighter entrance combat challenge.

The test shall be given annually in the preceding year. Any employee who does not meet the standard has 1 additional opportunity to pass the test by the end of the preceding year.

Any employee receiving deferred compensation who is unable to take the combat challenge due to disability or sick leave will continue to receive the deferred compensation. Once the employee returns to full duty they have 90 days to complete the combat challenge.

**Section G.** Paydays shall be on the 10th and 25th of each month. Should the paydays fall on a Saturday or Sunday or holiday, paychecks shall be issued on the preceding working day. The City retains the right to mandate electronic deposit of paychecks during the life of this agreement.

**Section H.** Effective with calendar year 2003, the City will issue semi-monthly paychecks. For the pay period, December 16 through December 31, pay will be received on January 10 the following year.

**Section I.** The Employer agrees to contribute three and one half percent (3.5%) of a shift Battalion Chief/Safety Officers' base wage per annum to a deferred compensation or income protection plan. This contribution shall expire December 31, 2009.

## **ARTICLE 8 - OVERTIME**

**Section A.** Unless otherwise provided by the terms of this Agreement, in the event that a need for overtime should occur in the Fire & Emergency Services Department because of emergency, sickness, or other unforeseen conditions, the current procedures will be used by the Employer.

**Section B.** Battalion Chiefs/Safety Officers assigned to days may work suppression overtime without having to use vacation or holiday time when approved by the employee's immediate supervisor. The employee may use vacation, holiday, comp time, or executive leave time at their option. Battalion Chief/Safety Officers' suppression overtime rate will be 1.35 times their normal rate of pay. (Non suppression overtime, training and meeting for example will be at the current straight time rate.)

## **ARTICLE 9 - INSURANCE**

### **Definitions:**

**REHBT:** Renton Employees' Healthcare Board of Trustees.

**REHP:** Renton Employees' Healthcare Plan

**Funding Goal:** It is the responsibility of the Renton Employees' Healthcare Board of Trustees to establish and maintain fund goals in relationship to the Renton Employees' Healthcare Plan.

**Section A.** Medical coverage shall be provided in accord with the laws of the State of Washington, RCW 41.26.150. Local agrees to participate in the REHBT and to identify and support cost containment measures.

**Section B.** The City will provide a medical/dental, vision, and prescription drug insurance plan for bargaining unit members and their eligible dependents.

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The City and union agree to jointly manage the REHP during the term of this agreement. The REHBT is comprised of the Firefighter Union Local 864, other participating unions and the City, and will meet at least quarterly to review the REHP including costs associated with the REHP.

Members of the REHBT are authorized to make changes in the REHP from time to time without further concurrence from their membership or the City Council during the term of this agreement. Each member union (not bargaining unit), and the City shall have one vote when considering proposed changes to the REHP.

Changes in the REHP will be determined by a majority of the votes cast by REHBT members. A tie vote will result in no change in existing benefits.

Effective 01/01/2009, the City agrees to increase its share of the 2008 premium by 8 percent above the 2008 level. Any premium increase above 8 percent will be addressed by the REHBT through program redesign or a 50/50 split of the additional costs necessary to fund the program through 2009. Should premiums necessary to fund the projected program costs for 2009 increase less than 8 percent, the REHBT shall have the option to distribute the funds as they see fit proportionately to their constituents.

**RENTON EMPLOYEES' HEALTH PLAN BOARD OF TRUSTEES** . Includes members of each participating Union. Each union will have a maximum of one (1) vote, i.e., the Firefighter Union has two (2) bargaining units but only receives one (1) vote on the REHBT. The City only receives one (1) vote also. If all bargaining units participate the voting bodies would be as follows: AFSCME-2170; Firefighters-864; Police Guild and the City for a total of four (4) votes.

**PLAN CHANGES** . The members of the REHBT shall have full authority to make plan design changes without further concurrence from bargaining unit members and the City Council during the life of this agreement.

**VOTING**. A tie vote of the REHBT members related to a proposed plan design change will result in continuing the current design. If no agreement can be reached on design changes and cost increases exceed the City's agreed contribution, then the additional cost will be split 50/50 by the City and the Members. Example . City takes first 8.0%; Cost increases 16.0%; City pays 50% of the additional 8.0% and members pay 50% of the additional 8%.

**Section C.** The Employer shall furnish to the employee a group term life insurance policy in the amount of the employee's annual salary rounded to the nearest \$1,000 including double indemnity. The Employer shall furnish a group term life insurance policy for \$1,000 for the employee's spouse and \$1,000 for each dependent.

**Section D.** When a LEOFF II employee or dependent's health care benefits ceases, the employee or dependent shall be offered medical and dental benefits under the provision of Consolidated Omnibus Budget Reconciliation Act (COBRA) for a period of eighteen (18) months following the date the condition is declared fixed and stable

**Section E.** Health and Wellness program. The employer agrees to pay \$10.00 per month per employee to promote health and wellness within the Renton Fire & Emergency Services Department. The employees agree to pay \$5.00 per month per employee to promote health and wellness within the Renton Fire & Emergency Services Department. This amount will be deducted from the employees' paycheck on the 10<sup>th</sup> of each month. The funds will be placed in a separate account and carried over each year. These funds shall be used in accordance with Renton Fire & Emergency Services Department Policies.

## **ARTICLE 10 - HOURS OF WORK**

**Section A.** The normal schedule for employees of the Administration, Fire Prevention, and Training divisions shall be equivalent to 40 hours per week exclusive of lunch. Workdays shall commence at 0800 hours Monday through Friday, or as established by mutual agreement. Non-Suppression Battalion Chiefs/Safety Officers will work up to

two (2) hours of non compensated time per month. (Two hours per month, not 24 hours per year).

**Section B.** The normal working schedule for the Fire Suppression division shall be in twenty-four (24) hour shifts beginning at 0730 hours.

1. Employees will receive one "Kelly" shift every six (6) regularly scheduled shifts to reduce the normal workweek to 46.6 hours.
2. One hour for lunch and one hour for dinner and rest breaks will be allowed, in accordance with Fire & Emergency Services Department Rules and Standard Operating Procedures.

**Section C.** Employees may exchange shifts with prior approval of the Fire Chief, or his/her designee. No shift exchange shall be made which will result in extra payroll cost to the Employer. All shift exchanges must be repaid within twelve (12) months of date of exchange.

**Section D. Day Shift Differential.** Employees assigned to day shift for 30 consecutive days or more (excluding light duty) shall receive an additional 5.0% of a shift Battalion Chief/Safety Officers' base wage per pay period.

**Section E. Working Out of Classification.** Employees assigned the duties of a higher classification shall be compensated in accordance with City Policy & Procedure #300-41.

## **ARTICLE 11 - HOLIDAYS**

**Section A.** The following are recognized as legal holidays and shall be taken by all personnel working a 40-hour work week:

1. The first day of January, commonly called New Year's Day.
2. The last Monday in May, commonly known as Memorial Day.
3. The fourth day of July, being the anniversary of the Declaration of Independence.

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4. The first Monday in September, to be known as Labor Day.
5. November 11 (Veteran\$ Day).
6. The fourth Thursday of November, to be known as Thanksgiving Day.
7. The fourth Friday of November, the day after Thanksgiving Day.
8. The twenty-fifth day of December, commonly called Christmas Day.
9. The day before Christmas shall be a holiday for City employees when Christmas Day occurs on a Tuesday or Friday. The day after Christmas shall be a holiday for City employees when Christmas Day occurs on a Monday, Wednesday, or Thursday. When Christmas Day occurs on a Saturday, the two preceding working days shall be observed as holidays. When Christmas Day occurs on a Sunday, the two working days following shall be observed as holidays.
10. Three floating Holidays of the employee\$ choice.
11. Any other day designated by public proclamation of the Chief Executive of the State as a legal holiday.

All personnel working 24-hour shifts shall receive five (5) shifts off in lieu of the above holidays. The employee may at his/her option, sell back from zero (0) to five (5) shifts of holiday time at the straight time rate. Payment for Holidays sold back to the City shall be paid on the second payday of February of each year. The Holiday sellback check will be issued on a separate voucher.

Scheduling of holiday time off will be done in a manner to prevent the necessity of overtime payment by the Employer and in accord with Fire & Emergency Services Department Rules and Standard Operating Procedures.

Those employees required to work Thanksgiving or Christmas Day shall receive compensation at the double-time rate for the hours worked during those holidays.

The holiday conversion factor of  $(40/46.6 = .858)$  will be used when converting from a 24 hr shift to day shift or from a day shift to 24 hr shift. To convert from a 24hr shift to day shift take the 24hr shift hours  $\times .858$  = new day shift hours. To convert from day shift to 24hr shift hours take the day shift hours  $\div .858$  = new 24 hr shift hours. Rounded to the nearest whole hour. All local 864 members will be allocated holiday hours to their payroll holiday account based upon their shift/day shift assignment. In the case that an employee is moved mid year conversion will take place if necessary.

Use the following chart to determine the Holiday or Vacation leave usage per day when an individual is temporarily assigned to days (such as Light Duty).

Leave hours taken	Conversion Factor	Converted Leave Time	Rounded Time Used
1	.858	1.1655	1
2	.858	2.3310	2
3	.858	3.4965	3
4	.858	4.6620	5
5	.858	5.8275	6
6	.858	6.9930	7
7	.858	8.1585	8
8	.858	9.3240	9
9	.858	10.4895	10
10	.858	11.6550	12

## **ARTICLE 12 - VACATIONS**

**Section A.** The use of vacation is based on the calendar year and will be pro-rated based on the date of hire. During the first five years, and longevity breaks, the member will plot the number of full shifts accrued the prior year. The member can either be paid out at the straight time rate for the odd hours remaining, or borrow enough hours to provide a complete shift to plot. 24-hour shift personnel will not carry over any vacation from year to year. Day staff personnel are allowed to carry over up to 2 years of vacation leave. At the discretion of the Chief, any member unable to use plotted

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vacation due to illness/injury, or recall to active military duty, may be paid at the straight time rate or be allowed to re-plot time off in the affected year. Personnel hired mid-year will use vacation on a pro-rated basis (See Appendix C Vacation Pro-ration Schedule). The following vacation benefit schedule shall be applicable to members hired January 1 of any year:

Calendar Year <u>In Service</u>	Hours/Shifts <u>used per year</u>
1 <sup>st</sup>	0
2	72 hrs/3 shifts
3	96 hrs/4 shifts
4	120 hrs/5 shifts
5	144 hrs/6 shifts
6-10 yrs	216 hrs/9 shifts
11-15 yrs	264 hrs/11 shifts
16 . 20 yrs	312 hrs/13 shifts
21 + yrs	336 hrs/14 shifts

Each year, in the month of September, Labor and Management will produce agreed upon vacation hours for all members. The hours will be entered by Finance into each member's vacation account to be used the following year.

**Section B.** When a member is assigned to days, or moved back to 24-hour shift, the vacation conversion factor ( $40/46.6 = .858$ ) will be used. When a member is temporarily assigned to days for longer than 1 pay period, due to illness, injury, or temporary assignment, sick leave, holidays and vacation will be converted if necessary. Upon re-assignment to shift, the remaining hours will be converted back to shift.

To convert from 24-hour shift to days:

$$\text{shift vacation allocation} \times .858 = \text{day staff vacation hrs}$$



To convert from day staff to 24-hour shift:

$$\text{day staff vacation balance} \div .858 = \text{shift vacation hrs}$$

All members will be allocated hours to their payroll vacation account based upon their 24-hour shift/day staff assignment. In cases of mid-year assignment changes, the unused portion of vacation will be converted. At the discretion of the Chief, when a day staff member is assigned mid-year to 24-hour shift, the converted vacation hours will be plotted in the affected year, or paid at the straight time rate.

Vacation will be taken at the employee's request and will be granted in accordance with Department SOP with the approval of the section Deputy Chief.

**Section C.** Scheduling of vacation time shall be done in a manner to prevent the necessity of overtime payment by the Employer and in accord with Fire & Emergency Services Department Rules and Standard Operating Procedures. When staffing levels permit, a certain number of available staff shall be permitted to schedule time off, including any holidays, ~~%Kelly~~+days and bonus sick days that may have accrued.

### **ARTICLE 13 - SICK LEAVE**

Sick leave benefits are hereby fixed and established in the following manner:

**Section A.** The employer agrees to allow each LEOFF I employee hired before October 1, 1977, sick leave benefits computed on the following basis:

*All LEOFF I members will accrue sick leave at a rate of - Twenty-four (24) hours per month up to a maximum balance of one hundred sixty-eight (168) hours and at a maximum accrual rate of 168 hours per year.*

**Section B.** In case of sickness or disability, the LEOFF I employee shall first use and exhaust any and all sick leave benefits accrued pursuant to Subsection A herein above prior to receiving any sick or disability benefits pursuant to RCW 41.26.150 and/or for RCW 41.26.120. Sick leave benefits shall not be accrued during any period while such employee is on "disability leave" or "disability retirement" under the provisions of the LEOFF System. However, if such employee is returned to full active duty with the Employer prior to the expiration of the six-month period and prior to any final disability retirement, then such leave credit shall accrue to his/her benefit during such temporary period of disability.

**Section C.** The LEOFF II Employer agrees to allow each employee hired after October 1, 1977, sick leave benefits computed on the Following, basis:

*All LEOFF II members will accrue sick leave at a rate of - Twelve (12) hours per month up to a maximum accrual of one thousand, four hundred and forty hours (1,440).*

Sick leave benefits under this paragraph will begin accruing upon employment with the award of the thirty-six (36) hours of sick leave. Upon completion of the third month of employment, an additional thirty-six (36) hours of sick leave will accrue at the rate of twelve hours per month to a maximum of 1,440 hours. At no time shall the total sick leave accrued under this section and the supplemental sick leave benefits available under Section H exceed 1,440 hours.

Cash payment for sick leave accrued under Section C of this Article will be made upon an employee's death, retirement or voluntary separation while in good standing at the rate of one-half (1/2) regular pay for each hour accrued. Employees hired on or after January 1, 1994 shall not be eligible for cash out of accrued sick leave. This provision does not apply to any injury leave benefits provided under Section D and supplemental sick leave benefits provided under Section H of this Article.

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Disability leave benefits shall be provided to LEOFF II employees in accordance with the laws of the State of Washington when it has been determined that the disability is duty-related.

**Section D.** All LEOFF II personnel covered by either of the above contracts will receive up to six consecutive calendar months of full pay and benefits for L & I qualified duty-related disabilities. The maximum period of this benefit will not exceed six consecutive calendar months.

1. The coverage starts on the first day or shift of time loss.
2. The individual with the disability will not be required to use any personal sick leave if the duration of the illness or injury is six consecutive calendar months or less.
3. No Vacation or Holiday leave can be used during the six consecutive calendar month period.
4. Any light duty performed during the period of disability will not extend the period of the six consecutive calendar months.
5. This benefit will conclude when any of the following conditions occur:
  - a. The individual is cleared for return to full-duty;
  - b. The individual remains on disability and completes their six consecutive calendar months; or,
  - c. During the six consecutive months, the Department of L & I declares the individual to be ~~%fixed~~ and stable+with a disability that permanently prevents a return to full duty.
6. The intent of this agreement is to make an injured member financially ~~%whole~~+for the duration of the benefits. The total compensation received by an injured member will not exceed their regular duty compensation.
7. All benefits provided in accordance with the contract will continue to accrue while an individual is using the LEOFF II OJI Benefit.
8. Reimbursement Checks from the Third Party Administrator (TPA) for City of Renton.
  - a. All TPA reimbursement checks sent to the individual must be submitted to the City of Renton.
    - 1) Checks must be submitted within 30 days of receipt by the member.
    - 2) The member must endorse the check to the City of Renton.

- b. The intent of the six months of coverage is to make the individual financially ~~whole~~. The total compensation received by the member will not exceed his or her regular, duty compensation.
- 9. Members will be reimbursed for all approved L & I travel expenses.
- 10. Crediting of TPA Wage Reimbursement checks once the initial six consecutive calendar months of full coverage by the City has been completed.
  - a. The individual must submit his or her reimbursement check to the City of Renton as identified above.
  - b. In turn, the City will credit the member's sick leave account. The amount of sick leave credit will be determined by dividing the check's value by the member's regular hourly rate (including premiums). The number of hours (and any fraction thereof) will be added to the balance of the member's sick leave account.
  - c. This process will continue until the individual exhausts his or her personal sick leave.

If an employee terminates employment with the Employer for reasons other than disability, lay-off, or retirement, the value of any injury leave used from this bank but not accrued shall be paid back to the Employer through payroll deduction.

**Section E.** Accrued sick leave may be used to care for a child under eighteen years of age with a health condition that requires treatment or supervision, including preventative health care, as specified in WAC 296-130-010 through 296-130-500. For the purposes of this section, child is defined as the natural or adopted child of the employee, the natural or adopted child of the employee's spouse or a child under the employee's legal guardianship, legal custody, or foster care.

Available sick leave may be granted upon permission from the Chief of the Department or, in his/her absence, the senior officer in charge in the case of sudden family emergencies other than the care of a child under eighteen years of age with a health

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condition that requires treatment or supervision. Such sick leave shall be used in accord with department regulations.

**Section F.** This section applies to any LEOFF I or LEOFF II employee who accrues sick leave benefits under Section A and C of this Article. The Sick Bonus is granted based on the amount of sick leave used (excluding FMLA illness/injury or OJI) in the previous calendar year as described in the table below. The amount of Sick Bonus hours issued will be based on whether the individual is assigned to shift or days in February of the current year. As noted, day staff usage and payment will be calculated at the conversion rate of .858 rounded to the nearest whole hour for all hours in this section. Payment will be issued on a separate voucher on the second payday in February.

Shift Sick Leave Hours Used	0	>0 to 24	>24 to 48	>48
Converted Hours Used on Days	0	>0 to 21	>21 to 41	>41
Shift Bonus = 24 hrs	Double time	Time and one half	Straight time	No bonus
Day Bonus = 21 hrs	Double time	Time and one half	Straight time	No bonus

**Section G.** During the term of this Agreement, Suppression personnel hired after October 1, 1977 (LEOFF II) may, in case of personal illness or off duty disability, be granted supplemental sick leave upon permission from the Chief of the Department after any and all sick leave accrued pursuant to Section C of this Article has been exhausted. Supplemental sick leave benefits shall be computed at the rate of twelve

(12) hours per month for each full month of employment from January 1, 1994. At no time shall the total sick leave accrued under section C of this Article and the supplemental sick leave benefits available under this section exceed 1,440 hours.

**Section H.** All LEOFF II employees having an extended injury or illness are eligible for up to 12 months of light duty.

**Section I.** The sick leave conversion factor of  $(40/46.6 = .858)$  will be used when converting from a 24 hour shift to day shift or from a day shift to 24 hour shift. To convert from a 24 hour shift to day shift take the 24 hour shift hours  $\times .858$  = new day shift hours. To convert from day shift to 24 hour shift hours take the day shift hours  $\div .858$  = new 24 hour shift hours. Rounded to the nearest whole hour. All local 864 members will be allocated sick leave hours to their payroll sick leave account based upon their shift/day shift assignment. In the case that an employee is moved mid year conversion will take place if necessary.

Please use the following chart to determine sick leave usage per day when an individual is temporarily assigned to days (such as light duty).

Sick Leave Hours Taken Per Day	Conversion Factor	Converted Time Used	Rounded Leave Used Per Day
1.0	0.858	1.165501166	1.25
1.25	0.858	1.456876457	1.5
1.5	0.858	1.748251748	1.75
1.75	0.858	2.03962704	2.0
2.0	0.858	2.331002331	2.25
2.25	0.858	2.622377622	2.5
2.5	0.858	2.913752914	3.0
2.75	0.858	3.205128205	3.25
3.0	0.858	3.496503497	3.5
3.25	0.858	3.787878788	3.75

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Sick Leave Hours Taken Per Day	Conversion Factor	Converted Time Used	Rounded Leave Used Per Day
3.5	0.858	4.079254079	4.00
3.75	0.858	4.370629371	4.25
4.00	0.858	4.662004662	4.75
4.25	0.858	4.953379953	5.0
4.50	0.858	5.244755245	5.25
4.75	0.858	5.536130536	5.5
5.00	0.858	5.827505828	5.75
5.25	0.858	6.118881119	6.00
5.50	0.858	6.41025641	6.5
5.75	0.858	6.701631702	6.75
6.0	0.858	6.993006993	7.00
6.25	0.858	7.284382284	7.25
6.5	0.858	7.5757576	7.5
6.75	0.858	7.867132	7.75
7.00	0.858	8.158508	8.25
7.25	0.858	8.44988	8.5
7.5	0.858	8.74125	8.75
7.75	0.858	9.03263	9.00
8.00	0.858	9.324009	9.25
8.25	0.858	9.615384	9.5
8.5	0.858	9.906759	10.0
8.75	0.858	10.1981	10.25
9.00	0.858	10.48951	10.5
9.25	0.858	10.78088	10.75
9.5	0.858	11.07226	11.0
9.75	0.858	11.36363	11.25
10.0	0.858	11.65501	11.75



#### **ARTICLE 14 - FUNERAL LEAVE**

Time off with pay for up to 1 shift or day shall be allowed employees covered hereunder for the purpose of attending a funeral of the employee's mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, grandchild, or grandparents. When special conditions exist, up to three shifts of sick leave may be granted, upon proper request, for the purpose of attending a funeral as described above. All requests for extended funeral leave shall be approved by the Fire Chief.

Members of the Bargaining Unit shall be permitted to attend funeral services on duty for family members of Local 864 employees. Employees scheduled to work the day of a funeral shall be able to attend the service within their response area and will respond to calls for services as requested.

The City and the Union also agree that daily work schedules will be completed as if no interruption in work resulted from attending a funeral service and would result in not overtime cost to the City.

#### **ARTICLE 15 - UNIFORM ALLOWANCE**

**Section A. Uniform Allowance.** Each employee shall receive a uniform allowance of 1.25% of top step of firefighter annual base pay. The Uniform allowance paycheck will be paid on a separate voucher on the Second Payday in February. The purpose of such allowance is to buy, maintain, and/or repair any equipment or clothing required by the Employer which is not furnished by the Employer. All employees covered shall have and maintain 3 house uniforms after the year 2006 uniform allowance. The employee will also be required to maintain a pair of approved safety boots as stated in the SOPs. The replacement costs of these boots will be borne by the employee. The allowance is subject to a pro rata deduction from the employee's final paycheck in the event he/she does not serve the entire twelve months for which such payment was made, with the exception of an employee who retires or expires, in which event no deduction shall be made. In lieu of this allowance and at the employer's option, a quartermaster system may be instituted. Under this program the employer would

purchase and maintain, including cleaning, any equipment or clothing required by the employer. Prior to implementation both parties shall agree as to what is required equipment and clothing.

Periodic inspections may be conducted at the discretion of the Chief to monitor the appearance and serviceability of uniform clothing and equipment. It shall be the responsibility of the individual employee to replace any piece of clothing or equipment, which the Chief determines, is substandard.

The Employer shall furnish all protective clothing or protective devices required of the employees in the performance of their duties to the employees. Such protective clothing and devices will remain the property of the Employer and shall be worn only in the performance of Renton Fire & Emergency Services Department duties.

#### **ARTICLE 16 - GRIEVANCE PROCEDURE**

Grievances or disputes, which may arise involving the interpretation of this Agreement, shall be settled in the following manner:

Step 1: The Local's Grievance Committee, upon receiving a written and signed petition within two (2) weeks of actual grievance, shall determine if a grievance exists. If in their opinion no grievance exists, the matter is closed.

Step 2: If in the opinion of the Grievance Committee a grievance exists, the Committee shall within two weeks after receiving the grievance present the grievance in writing to the Chief of the Fire & Emergency Services Department for adjustment.

Step 3: If within ten (10) business days the grievance has not been settled, it then shall be submitted to the Mayor.

Step 4: If within ten (10) business days the grievance has not been settled in Step 3, it shall then be submitted to arbitration for adjustment. The power and authority of the Arbitration Board shall be limited to the interpretation of the terms of this Agreement. The Board shall have no authority to amend, modify, nullify, ignore, add to, or subtract

from the express terms of this Agreement. The Arbitration Board shall consist of a representative of the Employer, a representative of the Local, and a third member mutually agreed to by both the appointed members and who will preside as Chairman. If the two cannot agree within seven (7) days on the selection of the Chairman, the matter then shall be submitted to the Federal Mediation and Conciliation Services for seven (7) names of Arbitrators who reside in the State of Washington. The Employer and the Local shall strike names alternately, the final remaining name shall be the neutral third party. Each party will pay for his/her own arbitrator and the expenses of the third will be shared equally between the parties. Meetings of the Arbitration Board shall be attended by all three members. A decision of the majority of the Arbitration Board shall be final and binding on all parties as to the issues submitted to it for decision.

#### **ARTICLE 17 - SAVINGS CLAUSE**

**Section A.** If any article of this Agreement or any addenda hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of this Agreement and addenda shall not be affected thereby and the parties shall enter immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such articles.

**Section B.** The Employer and the Local reserve the right to address, through reopening of the contract, any effects that the Fair Labor Standards Act, or any amendments thereto, may have on the application of the provisions of the Labor Agreement.

**ARTICLE 18 - DURATION OF AGREEMENT**

**Section A.** This Agreement shall become effective January 1, 2009, and shall remain in full force and effect until December 31, 2009.

**Section B.** The Agreement expressed herein in writing concludes collective bargaining for its term and constitutes the entire Agreement between the parties. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all-inclusive. No oral statement shall add to or supersede any of its provisions.

**Section C.** For the duration of this agreement, no party shall change, modify, or amend any part of this Agreement without first negotiating and obtaining the mutual consent of the other party.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2008 at Renton, Washington.

**CITY OF RENTON:**

**RENTON BATTALION CHIEFS/SAFETY  
OFFICERS:**

\_\_\_\_\_  
Denis Law, Mayor

\_\_\_\_\_  
Craig Soucy, President

\_\_\_\_\_  
I. David Daniels, Fire Chief

\_\_\_\_\_  
Kris Hanson, Trustee

\_\_\_\_\_  
Nancy Carlson, Human Resources & Risk  
Management Administrator

\_\_\_\_\_  
Michael R. Webby, Consultant

\_\_\_\_\_  
Eileen Flott, Human Resources Manager

**Battalion Chiefs/Safety Officers' Contract  
2009**

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Robert Van Horne, Fire Deputy Chief

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Lucinda Gibbon, Human Resources  
Analyst

ATTEST:

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Bonnie I. Walton, City Clerk

APPROVED AS TO FORM:

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Lawrence J. Warren, City Attorney

## APPENDIX A

### Salaries

**Section A.** Effective January 1, 2009, salaries shall be increased by 115% of Captains' 2009 base wage. Effective January 1, 2009, salaries shall be increased by 5.5%.

**Section B.** The following employee base wage shall be in effect during the life of this contract:

Year	Hourly Rate	Shift BC	Admin BC
January 1, 2009	\$44.62 per hour	\$9,036 per month	\$9,488 per month

Hourly rates are based on 2430 hours per year.

## **APPENDIX B**

### **VACATION PRO-RATION SCHEDULE**

Members hired mid-year will use vacation based on the following schedule:

<u>Calendar Yr in Service</u>	<u>Hrs/Shifts used per year</u>	<u>Pre-hire date accrual/pp</u>	<u>Post-hire date accrual/pp</u>
1	0		3
2	Prorate	3	4
3	Prorate	4	5
4	Prorate	5	6
5	Prorate	6	9
6	Prorate	9	9
7-9	216 hrs/9 shifts	9	9
10	216 hrs/9 shifts	9	11
11	Prorated	11	11
12-14	264 hrs/11 shifts	11	11
15	264 hrs/11 shifts	11	13
16	Prorated	13	13
17-19	312 hrs/13 shifts	13	13
20	312 hrs/13 shifts	13	14
21	Prorated	14	14
21+	336 hrs/ 14 shifts	14	14

Mid year hires - Start accruing 3 hours per pay period from the starting date. For the first 5 years, on the anniversary date, the accrual will be raised to the next level. Therefore, each of those years the number of shifts taken will be based on what had accrued the prior year. The member would plot full 24-hour shifts, and either be paid out at the straight time rate for the odd hours remaining, or borrow enough hours to provide a complete shift to plot. In earning the prior year what they use the following year, they would earn odd hours in the year of the 5th, 10th, 15th and 20th year anniversary, and use what they accrued the prior year. The odd hours would be affecting the vacation plotted the year following their anniversary.

Mid year retirement/termination . based on the date of retirement/termination, the number of vacation hours unused for the current year, plus the number of hours accrued in the current year would be paid out to the employee.

